

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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JOSE PAREJA, *individually and on behalf of
others similarly situated,*

18-cv-05887

Plaintiff,

-against-

**AFFIDAVIT OF
JOSE PAREJA**

184 FOOD CORP. (D/B/A BRAVO
SUPERMARKET F/K/A PIONEER
SUPERMARKET), et al.,

Defendants.

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I, Jose Pareja, declare under penalty of perjury, pursuant to 28 U.S.C. §1746, that:

1. I am the Plaintiff in the above-captioned action, and I have personal knowledge of the matters stated below.

2. I reside in Bronx County, New York.

3. I was employed by 184 Food Corp., 231 Food Corp., DG 231 Food Corp., 0113 Food Corp., 640 Pelham Food Corp., G&G Pelham Food Corp., Rafael Montes Deoca, Rafael Montes Deoca Jr., Giovanni Marte, Jose Marte, Gustavo Marte and Gregory Gonzalez.

4. Defendants 184 Food Corp., 231 Food Corp., DG 231 Food Corp., 0113 Food Corp., Rafael Montes Deoca, Rafael Montes Deoca Jr., Giovanni Marte, Jose Marte, Gustavo Marte own(ed) and operate(ed) a supermarket located at 184 W 231st Street Bronx, NY 10463 under the name "Bravo Supermarket," which was formerly known as "Pioneer Supermarket."

5. Defendants 640 Pelham Food Corp., DG 231 Food Corp., and G&G Pelham Food Corp., Rafael Montes Deoca and Gregory Gonzalez own(ed) and operate(d) another supermarket located at 640 Pelham Parkway South, Bronx, Ny 10462 under the name "C-Town", which was formerly known as "Green Apple".

6. Defendants had the power to hire and fire me, control my terms and conditions of employment, and determine the rate and method of my compensation.

7. Upon information and belief, Defendants are not infants nor incompetent persons nor in the military service of the United States.

8. I worked for the Defendants at C-Town (formerly known as Green Apple) from approximately February 2015 until on or about February 2017 and then at Bravo Supermarket (formerly known as Pioneer Supermarket) from approximately February 2017 until on or about June 23, 2018.

9. Throughout my employment with the Defendants, I was employed as a fruit stocker.

10. My duties required neither discretion nor independent judgment.

11. My work responsibilities involved handling goods that traveled in interstate commerce every day such as fruits, food and other supplies produced outside the State of New York.

12. From approximately February 2015 until on or about June 23, 2018, I observed that C-Town and Bravo Supermarkets did a level of business such that it had annual sales of at least \$500,000.

13. Throughout my employment with Defendants, I regularly worked in excess of 40 hours per week.

14. From approximately February 2015 until on or about February 2017, I worked as a fruit stocker at C-Town from approximately 7:00 a.m. until on or about 5:00 p.m. to 6:00 p.m. 4 days a week, and from approximately 4:00 a.m. until on or about 5:00 p.m. to 6:00 p.m., 2 days a week (typically 66 to 72 hours per week).

15. From approximately February 2017 until on or about June 23, 2018, I worked as a fruit stocker at Bravo Supermarket from approximately 7:00 a.m. until on or about 3:00 p.m. or 4:00 p.m., six days a week (typically 48 to 54 hours per week).

16. Throughout my employment with the Defendants, I was paid my wages in cash.

17. From approximately February 2015 until on or about February 2017, I was paid a fixed salary of \$550 per week by Defendants at C-Town.

18. From approximately February 2017 until on or about June 23, 2018, I was paid a fixed salary of \$600 per week by Defendants at Bravo Supermarket.

19. My wages did not vary regardless of how many hours I worked.

20. For example, I had to work an additional hour to one hour and a half past my scheduled departure at least three times per week and Defendants did not compensate me for the additional time worked.

21. Defendants did not grant me any breaks or meal periods of any kind.

22. I was not required to track my time by using a clock-in system, time sheet, punch cards, or any other method.

23. Defendants, in order to get paid, required me to sign a document falsely stating the hours that I worked per week.

24. Defendants required me to purchase tools of the trade with my own funds, including three pairs of boots.

25. I never received minimum wage and overtime pay (at time and a half) for hours worked in excess of forty (40) hours per week.

26. I was never provided with any document that reflected the hours I worked (either daily, weekly, or by any other measure), my hourly rate of pay, overtime, or any other record or report regarding my pay, hours worked, or any deductions or credits taken against my wages.

27. Throughout my employment with Defendants, I was never provided with written information regarding minimum wage and overtime requirements under New York State or Federal laws.

28. I was never provided with any notice in English and in Spanish, my primary language, of my rate of pay.

29. I remain unpaid for minimum wage and overtime compensation.

30. During my employment, Defendants did not post or maintain any posters or state or federal notices with information about the minimum wage and overtime laws on the premises of Bravo Supermarket (formerly known as Pioneer) and C-Town Supermarket (formerly known as Green Apple).

31. I respectfully submit this declaration in support of my motion for default judgment against Defendants 184 Food Corp., 231 Food Corp., DG 231 Food Corp., 0113 Food Corp., 640 Pelham Food Corp., G&G Pelham Food Corp., Rafael Montes Deoca, Rafael Montes Deoca Jr., Giovanni Marte, Jose Marte, Gustavo Marte and Gregory Gonzalez.

32. This document has been translated to me in my native language of Spanish, and I fully comprehend the contents. ("Este documento ha sido traducido al español, mi primer idioma, y yo comprendo todos los términos.").

33. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

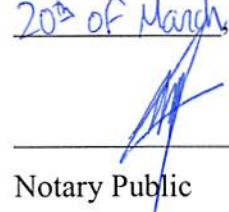
Executed: New York, NY
March 20, 2019



Jose Pareja

Sworn before me this

20th of March, 2019



Notary Public

MARIA J CEDENO CASSINELLI
Notary Public, State of New York
Registration #01CE6332862
Qualified In Nassau County
Commission Expires Nov. 9, 2019